

1		BEFORE THE	
2		ILLINOIS COMMERCE COMMISSION	
3	IN THE MATTER OF:		
4	SANDRA SUTTON,)	
)	
5	COMPLAINANT,)	
)	
6	vs.)	
)	
7	ILLINOIS BELL TELEPHONE,)	No. 13-0067
	COMPANY D/B/A AT&T ILLINOIS,)	
8	D/B/A/ AT&T WHOLESALE,)	
)	
9	RESPONDENT.)	
)	
10	Complaint as to billing/charges)	
)	
11	in Lombard, Illinois)	
12			
13		Chicago, Illinois	
14		April 17, 2013	
15			
16	Met, pursuant to Notice, at 11:00 a.m.		
17			
18	BEFORE:		
19	MR. JOHN RILEY, Administrative Law Judge		
20			
21			
22			

1 APPEARANCES:

2 MS. SANDRA SUTTON, COMPLAINANT

3 49 North Park Avenue

4 Apartment 406

5 Lombard, Illinois 60148

6 (847)

7 appeared pro se;

8 MR. JAMES A. HUTTENHOWER

9 Senior Attorney, State Regulatory

10 AT&T ILLINOIS

11 225 West Randolph Street

12 Floor 25D

13 Chicago, Illinois 60606

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16 appeared on behalf of the Respondent.

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21 MR. JOSEPH T. MELARKEY, C.S.R.

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I N D E X

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Witnesses:

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None.

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E X H I B I T S

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None.

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1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I call Docket 13-0067.

3 This is a complaint by Sandra Sutton versus
4 the Illinois Bell Telephone Company, d/b/a AT&T Illinois,
5 d/b/a AT&T Wholesale, as to billing and charges. It says
6 here Chicago, Illinois.

7 Ms. Sutton, you're in Lombard actually,
8 aren't you?

9 MS. SUTTON: That is correct.

10 JUDGE RILEY: I'll correct that, as to billing
11 and charges in Lombard, Illinois.

12 And you are appearing at this point without
13 an attorney, is that right?

14 MS. SUTTON: That's correct.

15 JUDGE RILEY: That's perfectly okay.

16 If you do at any time desire to obtain an
17 attorney, they would merely have to file an appearance with
18 the Commission, and they would have to take the record as
19 they find it.

20 We wouldn't be able to go back and start all
21 over again.

22 MS. SUTTON: Yes.

1 JUDGE RILEY: And the address we are talking about
2 is 49 North Park Avenue, Apartment 406, in Lombard,
3 Illinois?

4 MS. SUTTON: Yes.

5 JUDGE RILEY: All right. Thank you.

6 Mr. Huttenhower, would you enter your
7 appearance for the record, please?

8 MR. HUTTENHOWER: James Huttenhower,
9 H-U-T-T-E-N-H-O-W-E-R, appearing on behalf of Illinois Bell
10 Telephone, 225 West Randolph Street, Floor 25D, Chicago,
11 Illinois, 60606.

12 JUDGE RILEY: Thank you.

13 Ms. Sutton, just to recap your complaint, it
14 appears to me that you had an unlimited number of service,
15 voice service, voicemail, linebacker.

16 You had \$30 worth of insurance on the
17 internet, and a second line for Med Alert which, as I total
18 it up, it came to roughly \$90 per month in services.

19 And you said your bills now have increased to
20 \$250 to \$300 a month?

21 MS. SUTTON: Yes, your Honor.

22 JUDGE RILEY: Is there any idea what - - is there

1 anything on the bills that tipped you off as to why they
2 have increased that much?

3 MS. SUTTON: Yes. I paid my billing for one
4 month, and the next month, it still came out.

5 The bill came out - - the bills still kept
6 coming out at 200 and some dollars.

7 And I asked her why, and she would just try
8 to convince me that I owe 200, 200 plus for a bill.

9 And I said, "How could that be when I have
10 a billing minimal on my bill?" which is \$35, unlimited, and
11 at first I started out with \$26.

12 So, I'm not understanding why or what type of
13 counting do they have to get this amount that they're coming
14 to.

15 JUDGE RILEY: And you say that the unlimited
16 service started out at 26?

17 MS. SUTTON: It started out at 26, and it took me
18 a year to get them back to the \$26, and after they
19 investigated, they said that I was telling the truth, but
20 my bills kept escalating.

21 And I have that, too, somewhere.

22 JUDGE RILEY: So, the sheet that you've given me

1 here was the tenant's monthly AT&T phone bill which has a
2 breakdown of everything that you're paying?

3 MS. SUTTON: Yes.

4 JUDGE RILEY: And it comes to, without taxes,
5 \$82.88 a month.

6 MS. SUTTON: That's correct.

7 JUDGE RILEY: And what you're saying is that's
8 what it should be?

9 MS. SUTTON: That's what it should be.

10 And then after the ICC got involved, they
11 sent me a corrected bill, which that was supposed to be \$90.

12 Okay, this is too many years, and they keep
13 every month giving me a credit for some and still charging
14 me 200 and some dollars.

15 It's on there, your Honor.

16 This is the current charges here on this
17 bill.

18 JUDGE RILEY: What's the date on that, ma'am?

19 MS. SUTTON: This is November.

20 JUDGE RILEY: Of 2012?

21 MS. SUTTON: Right, so they sent me another bill,
22 and it was \$90 recently.

1 But then they keep sending me a bill for
2 200 and some dollars.

3 This is not for a double month, and I paid
4 the one bill.

5 I talked to the corporate office, and she
6 said it would be 200.

7 So, the next month, I said, "Well, what's
8 wrong with this bill again?"

9 She says, "Well, the \$40 you owe from the
10 last month." I said, "That's not what you told me last
11 month."

12 So then that bill came out to 250-some
13 dollars.

14 JUDGE RILEY: Right. The bill I'm looking at here
15 is for the period of November 17th to December 16th of 2012,
16 and the current charges are 123.33 which is higher than you
17 have stated it should be, but the past due amount is also
18 175.66.

19 That's what increased it to 298.99.

20 MS. SUTTON: Okay. There was a month in there
21 before - - when I filed with the ICC, she told me my bill
22 was 199. I paid that in full.

1 The next month, I got a bill for two
2 something, and I told her, "That's not even ..." I don't
3 have all of my bills here.

4 But even this one, she said that my previous
5 bill was 402, and then they came up with 90 some dollars
6 per month.

7 They called me on the phone, and they
8 couldn't tell me how they got to that.

9 JUDGE RILEY: Okay. Well, that January 17th to
10 February 16th of 2013 - -

11 MS. SUTTON: That's right.

12 JUDGE RILEY: - - it says there was a past due of
13 490.72 and the current charges of 130.71.

14 MS. SUTTON: Yes. So I asked them for the
15 breakdown.

16 They did send me a bill for - - that it's
17 supposed to be like \$90, after they sent me a 200 and some
18 dollars bill and after the ICC contacted them.

19 JUDGE RILEY: Okay.

20 MS. SUTTON: I don't have all of the bills here
21 because I've been in the hospital.

22 So, I'm sure that they can - -

1 JUDGE RILEY: It looks to me like the biggest
2 part of the problem are the past due amounts.

3 MS. SUTTON: No, it wasn't past due when they said
4 that it was 200 and some dollars.

5 It's not past due.

6 JUDGE RILEY: So, you're saying that the ones that
7 we just looked at here that has a past due amount of
8 \$409.72 - -

9 MS. SUTTON: Right, my bill - -

10 JUDGE RILEY: - - that's inaccurate?

11 MS. SUTTON: Yes, that's inaccurate.

12 And when they corrected the bill, they sent
13 me a corrected bill for \$90, and I said, "You know what..."

14 JUDGE RILEY: Do you have that one?

15 MS. SUTTON: I don't have that with me.

16 I had a stack of bills. I don't know where
17 they are.

18 JUDGE RILEY: Mr. Huttenhower, can you shed any
19 light on this?

20 MR. HUTTENHOWER: Well, in part, yes, if no
21 payments are made on the bill, then the next month's bill
22 is increased not only by whatever the current service was

1 for that month, but whatever the unpaid balance was before,
2 and at least as of the bill for March of this year, we had
3 not received payment for several months.

4 And, so, that's one reason the bill is going
5 up, and I know that Ms. Sutton had filed a number of
6 informal complaints with the Commission over roughly, say,
7 the last year as a result of which she got, I would guess,
8 credits in the amount of about \$418 because of various
9 billing issues that she had raised.

10 So, you know, at this point, my understanding
11 of her complaint is that she's upset about her bill, but I'm
12 not entire sure what aspects of it she's upset about.

13 I looked at - - since her complaint mentioned
14 that she wanted her service like she had had it when she
15 lived in Downers Grove, and I looked at the bill - - a bill
16 from the Downers Grove period and looked at what her
17 services are currently, and she has a vastly different
18 service configuration from what she had, say, in the fall
19 of 2011 when she was still in Downers Grove.

20 So that at least her initial suggestion that
21 the bill should be the same I find difficult to understand
22 because if you have one line versus two lines and sort of a

1 bundled package, the pricing would be different.

2 JUDGE RILEY: Okay. So, you're saying that there
3 appeared to be increased services or at least bundled
4 services now?

5 MR. HUTTENHOWER: Yes. And it may be that she
6 wanted, you know, she wanted the second line for some
7 reason or she decided that the bundle made more sense for
8 her or whatever, but it's not simply that. Okay, "I was
9 paying \$26 when I was in Downers Grove, and I should be
10 paying \$26 now that I'm in Lombard."

11 JUDGE RILEY: Why would that cost go up from the
12 change of address?

13 MR. HUTTENHOWER: No, not from the change of
14 address, but, I mean, her complaint suggests that she had
15 wanted whatever she had in - - when she lived in Downers
16 Grove, that that arrangement of services replicated when she
17 moved.

18 JUDGE RILEY: Okay. And you're saying that that
19 didn't necessarily happen, that the services were - -

20 MR. HUTTENHOWER: I mean, at least comparing the
21 bill from Downers Grove with the bill from, say, from last
22 month, it is a different mix of things.

1 JUDGE RILEY: Okay, a different mix of services.

2 Do you have any idea what services you have
3 now that you didn't have before?

4 MS. SUTTON: Your Honor, I just got that services
5 because I have a Med Alert in the apartment - -

6 JUDGE RILEY: All right.

7 MS. SUTTON: - - and I added a second line.

8 So, they don't have a bundle for two lines.

9 They said that you have to get everything
10 separately.

11 When it was Illinois Bell, you could get a
12 bundle and like add a line, a family line or whatever.

13 What he's talking about, when I was in
14 Downers Grove, my bill was \$26, and even up to the point
15 that I was in the 49 North Park location, it was one line
16 for a long time, over a year.

17 So, it took them under an investigation over
18 a year to find out that my bill was \$26.

19 They kept giving me a bill then for like
20 \$100.

21 And I said, "My bill was supposed to be \$26,"
22 and I kept saying that every time I called them.

1 They would keep me on the phone every day,
2 and I'm sure they've got notes of the calls at up to six
3 hours sometimes.

4 My complaint was is that when I call in, they
5 would keep me on the phone for a long time - -

6 JUDGE RILEY: All right.

7 MS. SUTTON: - - and not only that, but the bill
8 is different now than when I was in Downers because of the
9 Med Alert.

10 And it's also because I was using the fax
11 machine, like to fax to Washington, in fact, that's a long
12 distance call, and they said the only difference I had to
13 pay to add it, the unlimited, would be \$10, so that's what
14 I did.

15 So, we're talking about a difference of like
16 \$10 in a bill.

17 It's not a drastic - - it's not a drastic
18 amount.

19 We're talking just the difference for the
20 unlimited, so I can make the faxes on this number, and
21 that's it.

22 And the internet, and with the internet,

1 there's an insurance charge on it which they'll see that I
2 haven't been using the internet because they shut my
3 computer down, using the internet to fix my computer
4 because that's what the service is.

5 And, so, I'm not even using the internet
6 because the laptop is broken, and I had to go purchase
7 another laptop.

8 JUDGE RILEY: What services do you have now?

9 MS. SUTTON: The services I have now, I have two
10 lines.

11 There's the first line and the second line,
12 and there's a voicemail on there, which they said is
13 separated, it's not included in the unlimited - -

14 JUDGE RILEY: Right.

15 MS. SUTTON: - - and the linebacker, which is \$6,
16 and also the internet, the insurance, and the second line.

17 JUDGE RILEY: All right.

18 MS. SUTTON: That's what I wrote down.

19 JUDGE RILEY: All right.

20 MS. SUTTON: And I disagree about the charges
21 when he said about the 200 and the back money or the bills
22 being doubled because when I paid the amount when I talked

1 to the corporate office, he said, "Well, just pay the 199,"
2 of which I did.

3 The next month, he said, "It's \$40
4 additional," and I said, "Why is that?" And they can't even
5 tell me why these other bills are there.

6 And then she said - - she sent me a bill for
7 250 some dollars.

8 That was for one month. That's not for back
9 pay because I paid it up.

10 MR. HUTTENHOWER: I have a chart that I didn't
11 prepare, so I can't vouch for it.

12 I don't have all of your bills, but I don't
13 see any month in which you paid \$199.

14 I see a month in which you paid \$169.

15 And I will say that the last payment we got
16 from you was in December or reflected on the December bill,
17 and we haven't had any payments in this calendar year at
18 all that I know of, what happened within the last couple of
19 weeks.

20 MS. SUTTON: How much was the payment in December?

21 MR. HUTTENHOWER: About \$30, 30.46.

22 MS. SUTTON: What was the payment before that?

1 MR. HUTTENHOWER: There were payments in October.

2 That was where it added up to \$169.

3 And as far as this insurance, you were being
4 billed for something called ConnecTech related to your
5 internet service, and that was - - and that ended as of
6 February.

7 JUDGE RILEY: Of this year?

8 MS. SUTTON: I called them about that, but they
9 told me I couldn't take it off.

10 MR. HUTTENHOWER: Anyhow, just looking at your
11 February bill, it shows ConnecTech, and then it indicates
12 that it was terminated, and then on the March bill, you're
13 not being charged for it.

14 So, I'm guessing it's gone from the account.

15 MS. SUTTON: Okay. So, I did not make any
16 additional payments because they couldn't get my bill
17 straight.

18 The bill was, she told me, 199, and it was
19 paid and then she said I owed 40 more dollars.

20 So then the next month, when it came in, it
21 was 200 and some dollars, just for one month.

22 MR. HUTTENHOWER: I see, again from just looking

1 at the chart, I usually look right on the bills myself, but
2 they sent me the chart instead but - -

3 MS. SUTTON: Well, why don't you get them to send
4 the payments and then - -

5 MR. HUTTENHOWER: Anyway, the point I was going to
6 make was, it looks like in July of last year, there was a
7 balance of 194, and it shows that a payment - - there was a
8 payment of \$40.

9 So, I don't know if that has anything to do
10 with what you just said, but the numbers are kind of close.

11 But, otherwise, you know, I guess where I - -
12 we're on a different plane, and I'm letting you speak today,
13 and I understand that you're unhappy with the bill, but if I
14 were to say, "Okay, it is this charge" or "that charge" or
15 "I think my bill is off by X amount of money," I don't know
16 that I would have an answer if someone asked me.

17 JUDGE RILEY: One of the other things I would
18 point out is with regard to the internet service, it's my
19 understanding that even though the computer itself may not
20 be working, they're still going to charge for the internet
21 service.

22 MS. SUTTON: Okay. No, no. The internet service

1 is 14.95, which I had to go back and forth with them calling
2 the corporate office because they were charging me 29.95 for
3 the internet service.

4 That was before I put the insurance on there.

5 So now he's telling me that in March, the
6 insurance is off.

7 So, that means that my bill should be less
8 by \$15.

9 JUDGE RILEY: \$15, right.

10 MS. SUTTON: Okay. So, this is my point, and they
11 didn't correct it until the ICC got in touch with them.

12 They did not correct that.

13 MR. HUTTENHOWER: Okay. I'm now confused
14 whether - -

15 MS. SUTTON: I did not know - - I did not know
16 that they - -

17 MR. HUTTENHOWER: Even though that you contacted
18 us, I guess within the last couple of months, about getting
19 rid of the insurance - -

20 MS. SUTTON: Yes.

21 MR. HUTTENHOWER: - - but you just said that we
22 didn't get rid of it until the ICC contacted us.

1 So, that's sort of inconsistent.

2 MS. SUTTON: No, it's not inconsistent.

3 What I'm saying is about the insurance.

4 I contacted them about the insurance.

5 And I'm saying that when the ICC got in
6 contact with them, they fixed the billing cycle because I
7 got a bill - - because he called me and said that there was
8 a lady that called and said that she was told to give me the
9 corrected bill, which they did.

10 They sent me a corrected bill.

11 But they didn't take off - - this wasn't off
12 of it at the time.

13 JUDGE RILEY: The insurance, you mean?

14 MS. SUTTON: Yes.

15 JUDGE RILEY: Now, has the insurance been deleted
16 from your account?

17 MS. SUTTON: I have no idea. I have no knowledge.

18 JUDGE RILEY: From looking at your records, Mr.
19 Huttenhower, does there appear to be insurance?

20 MR. HUTTENHOWER: In looking at her March bill,
21 she's no longer charged for this ConnectTech insurance
22 itself, and it's - -

1 JUDGE RILEY: Here's the 2011.

2 MS. SUTTON: Okay. This is the last one that I
3 have.

4 There's one that got sent down with the
5 corrected billing.

6 JUDGE RILEY: Okay.

7 MS. SUTTON: Also there was a problem when I had
8 the linebacker on here, they charged me - - we went back
9 and forth for a couple of months.

10 And it wasn't that I didn't pay. They
11 charged me for this bill.

12 We had to get supervisors, and she told me
13 that I had to find a supervisor and the guy that installed
14 this because they were charging me this cost, which is
15 covered under the linebacker.

16 And, so, what happened was, and this is what
17 one of the workers told me from AT&T, is that they not only
18 charged me that, but they put it on a monthly pay back.

19 So, I was being double charged for that.

20 So, if it's on my bill, they took it off,
21 but yet they got me paying it a month, it's the same thing.

22 MR. HUTTENHOWER: Well, I guess my understanding

1 is that among the many credits you received over the last
2 year - -

3 MS. SUTTON: I received credits - -

4 MR. HUTTENHOWER: May I finish my sentence,
5 please?

6 MS. SUTTON: You don't have to yell at me.

7 MR. HUTTENHOWER: I'm sorry.

8 JUDGE RILEY: All right. Let's everybody calm
9 down now.

10 Mr. Huttenhower, please go ahead.

11 MR. HUTTENHOWER: Many credits you received last
12 year was something that was designed to deal with the fact
13 that you had had the linebacker.

14 It was posted on your account, and it didn't
15 get on there, and then we charged for you for the
16 installation.

17 So that, again, I'm sort of not certain
18 whether this is - - whether this says the linebacker charge
19 issue or the installation charge issue is something that's
20 still alive or whether or that's been resolved because you
21 seem to have a number of grievances with the company, and
22 I'm not - - I'm not sure how - - and I had thought from

1 reading the account records that a number of those
2 grievances had already been addressed to your satisfaction.

3 So, I guess I'm not sure how much we're
4 dealing with here.

5 And I'm sorry I raised my voice.

6 JUDGE RILEY: Let me just go back to that
7 insurance.

8 You called ConneCTech?

9 MR. HUTTENHOWER: Yes.

10 JUDGE RILEY: I'm looking at the bill dated
11 January 17th through February 16th of 2013.

12 I see ConneCTech, and it has down here an
13 early termination fee of \$50.

14 That would be a one-time charge.

15 MR. HUTTENHOWER: Yes.

16 JUDGE RILEY: So, if you were to deduct on a
17 future bill of \$50 from the date of charge on the early
18 termination, you would have been back down to \$80.71 on
19 this bill, which is right about where you should have been.

20 MR. HUTTENHOWER: I mean, I can show you.

21 I don't have a copy, but this is just the
22 bill from March, it shows, among other things, on the third

1 page there's no longer a ConnectTech charge.

2 JUDGE RILEY: Right. What is the current amount
3 due on that March bill?

4 MS. SUTTON: \$628.49.

5 JUDGE RILEY: What is the amount of current
6 charges, does it say?

7 MS. SUTTON: It says previous 540.43 - -

8 JUDGE RILEY: Yes.

9 MS. SUTTON: - - and then it says current charge,
10 81.06.

11 JUDGE RILEY: Right. So, you're roughly - - the
12 biggest problem with your bill right now is the past due
13 amounts.

14 That's what the trouble seems to be.

15 I think they got the billing down to around
16 \$80 a month.

17 MS. SUTTON: Okay. And also I found in the past
18 for the bill that they were even charging me for - -

19 (Whereupon, there was a short
20 interruption.)

21 MS. SUTTON: When they would cut my internet off,
22 they would charge me a restoral fee, and I had to just keep

1 arguing the point that I didn't owe this much.

2 JUDGE RILEY: Okay. This is a long distance that
3 you handed from December 16th of 2012.

4 MS. SUTTON: Right. I was just showing you that
5 they charged me also fees to restore - -

6 JUDGE RILEY: To restore is down here, right, I
7 see it.

8 MS. SUTTON: Okay. And also like now, I have
9 unlimited on my phone.

10 They actually blocked my phone in December,
11 so that I can't call out.

12 So, when I was having the breast cancer
13 surgery, I could not call any of the doctors, and I couldn't
14 call the hospital, and they said that they're going to keep
15 it on there until this is resolved.

16 So, since December, I'm supposed to be
17 getting unlimited services, and I can't call out.

18 JUDGE RILEY: Are you still unable to call out on
19 your landline?

20 MS. SUTTON: I cannot call out.

21 MR. HUTTENHOWER: But is that in relation to local
22 calls or toll calls?

1 MS. SUTTON: That is in relation to long distance
2 calls, but I'm paying for \$30 a month - - \$35 a month for
3 unlimited.

4 So, why would they restrict the long distance
5 calls?

6 MR. HUTTENHOWER: I believe that toll calling can
7 be restricted if there's a sufficient balance owed on an
8 account.

9 MS. SUTTON: Okay, but at that particular time,
10 there was not a sufficient balance on the account.

11 The reason why we went back and forth about
12 this is because the bill came up to 200 and some dollars.
13 There was no balance.

14 And when it came out to 200 and some dollars,
15 I justified that to them.

16 That's the reason why they're giving me all
17 of these credits because I have to keep calling him like I
18 got a job with AT&T to justify all of these charges on here
19 that are not mine, that are not legitimate.

20 So, otherwise, why would they give me a
21 credit if I was not telling the truth.

22 See this right here it says, "Previous bill,

1 199.12."

2 JUDGE RILEY: Okay.

3 MS. SUTTON: We started there. I paid the bill in
4 full.

5 They gave me some credits. I was supposed to
6 have been at zero.

7 Then I get a bill for 200 and some dollars,
8 and I was just devastated every month.

9 I am on Social Security. There's no way I
10 would get a phone that would cost me just about - - just to
11 be in the street bills - - to pay telephone bills.

12 And then the lady told me, she said, "Well,
13 you ought to take some of this stuff off your bill. If it's
14 unlimited, that means unlimited."

15 I called in to AT&T, what and the gentleman
16 told me is that I was being charged individually and also he
17 told me that the second charge that was on my bill was this
18 \$138 that was supposed to have been on linebacker, and not
19 only did they put it on my bill, they also put it on their
20 monthly.

21 So, that means that I'm paying for this
22 twice.

1 So, there are charges that are incurred that
2 I should not be running.

3 This was the reason why they are - - I'm not
4 asking AT&T to give me anything.

5 I'm asking them to take these charges off me
6 that I did not incur myself.

7 And then the lady called me and said that ICC
8 told me to send you a bill, and she kind of giggled a little
9 bit.

10 I gets the bill, and it's down to 90 some
11 dollars from the 200 and some dollars.

12 So, why is it that every month - - I mean,
13 I'm really upset because by me not only being sick, I have
14 to sit on the phone and try to plead my case and tell them
15 "I don't want all of these charges."

16 This is constantly.

17 JUDGE RILEY: I'm looking here at the customer
18 work record.

19 It's dated August 24th of 2012, and that's
20 when all of the work was completed - -

21 MS. SUTTON: Right.

22 JUDGE RILEY: - - what they did was they charged

1 you to extend new service to apartment, and that was a \$90
2 service charge, and then rewired the existing jacks, it's
3 a flat rate of \$48.99.

4 MS. SUTTON: And that's covered under this.

5 JUDGE RILEY: Would anything that's in this be
6 covered under the linebacker?

7 MS. SUTTON: Yes. They told me it's covered
8 under the linebacker.

9 JUDGE RILEY: And they billed you separately for
10 it?

11 MS. SUTTON: They billed me separately, and they
12 turn around and charge me monthly for it.

13 So, it was on two separate bills.

14 It was on the monthly charge which was
15 coming out, so that's why they told me my bill was so high
16 because they said, "Ms. Sutton, you got - - not only do you
17 have this on your bill per month, you got the monthly
18 charges divided up into 12 months," on my - - on my bill.

19 JUDGE RILEY: Well, did you end up paying for that
20 twice?

21 MS. SUTTON: That's what it would have been, yes,
22 and that's when I stopped paying AT&T period because the

1 gentleman said, "We got two files here."

2 And then after that, that's when the
3 corporate office called me and yelled at me.

4 I said, "You don't yell at me for something
5 you did."

6 JUDGE RILEY: Okay. When you say that's what it
7 would have been, in other words, you didn't pay it twice
8 but you - -

9 MS. SUTTON: No. It was charged to me.

10 JUDGE RILEY: Right, so it was charged twice.

11 MS. SUTTON: Yes.

12 JUDGE RILEY: Did you pay it once?

13 MS. SUTTON: What I thought was - - well, I was
14 so confused by the time I paid that 199, and I asked him,
15 I said, "Well, what is all of this stuff for?" And he
16 wouldn't tell me from the corporate office.

17 He started yelling, and I said, "Man, you
18 need to stop yelling at me."

19 JUDGE RILEY: I understand.

20 MS. SUTTON: This is what I was just told, and
21 I'm trying to pay my bill.

22 This is what I was just told. The gentleman

1 told me that I was being charged for this 138.99.

2 He said, "Well, I took that off." And I
3 said, "But you didn't take it off because it's on my bill
4 monthly now."

5 JUDGE RILEY: Now, where does that 138 charge
6 show up - - which bill does that show up on because what
7 they do is give you an invoice or a statement of what the
8 charges are, but that's not the actual bill.

9 MS. SUTTON: But the last time I talked to them,
10 which was in this year, the gentleman - - the reason why I
11 went to the ICC is because he said, "You are being charged
12 per month."

13 And also because I asked him to break it
14 down, but the corporate office would not break it down to
15 me.

16 There was a young man that broke it down to
17 me, and he said that this is on there as the charge and
18 takes the full charge and also on 12 months, to pay this
19 over the months.

20 It's taken out of your - - because it was
21 like 17 or something like that, one of 12, I don't know
22 what it was.

1 But it was on my bill, and I said, "What is
2 this for?"

3 And they said, "This is for this charge
4 that's supposed to be covered under linebacker."

5 So, I sat on the phone with them all day one
6 day because the lady said, "You are covered under linebacker
7 because it says you have to be on there a month."

8 So, I was on there over a month, and it
9 should have been covered.

10 So basically then the corporate office said,
11 "You have to give me the supervisor who you spoke to," and
12 I said, "I have the information right here."

13 I said, "I spoke to a Jeff," and what it was
14 is they got my lines all screwed up.

15 They had to come back. They had to tell the
16 man to come back, turn around, so that they would turn my
17 phone back on because it was not on.

18 So, this is what I went through with this,
19 and this took months.

20 Everything that I called them about, it takes
21 months to try to rectify it, and when they do, they do give
22 me credit because then I've proven the point that I'm

1 correct with my bills.

2 JUDGE RILEY: So, as far as that 138 work order,
3 do you have any idea where - - do you have a bill that
4 shows that?

5 MS. SUTTON: Okay. I'll have to look for it.

6 JUDGE RILEY: August 12th would be 2012 if - -
7 August 12th was the completion date.

8 So, sometime after August.

9 MS. SUTTON: I don't see it on my bill.

10 JUDGE RILEY: Did you say that it appeared either
11 as a lump sum on one of your bills, or that it was broken
12 down over a 12-month period?

13 MS. SUTTON: She told me it was a lump sum, and
14 then he told me it was not only a lump sum, but it was
15 over - - I say, "How are you going to charge me twice for
16 that?"

17 And then on top of that, it is - - and
18 then - - wait a minute - - there was a dispute about it.

19 Hold on a second. I need the bill.

20 (Whereupon, there was a short
21 interruption.)

22 MS. SUTTON: I also have Lifeline, which they

1 have not taken off.

2 JUDGE RILEY: Right.

3 MS. SUTTON: And also \$22 - - I mean, this is for
4 22. I didn't see that taken off.

5 JUDGE RILEY: Okay. Looking at the monthly AT&T
6 phone bill, it says, "Multi-line, \$12, Lifeline, \$10."

7 MS. SUTTON: They gave me \$12 free for a year, to
8 take \$12 off my bill and also \$10 for Lifeline.

9 This is the Lifeline.

10 JUDGE RILEY: So, the multi-line is a credit?

11 MS. SUTTON: Right.

12 JUDGE RILEY: A \$12 credit.

13 MS. SUTTON: Because I have two lines.

14 This is the kind of stuff that they make me
15 do.

16 They also had me faxing to them. I paid \$20.

17 They took me through months of that.

18 We had to get the bank to write back to AT&T
19 to verify that they took \$20 out of my checking account.

20 This is the other bill. This is me faxing
21 to them all the time.

22 So, I fought the bills because they couldn't

1 get it right.

2 JUDGE RILEY: Okay. This is the August 17th to
3 September 16th of 2012 bill, indicating that the current
4 charges are 161.42 and a past due of 82.99.

5 MS. SUTTON: I'll have to give also my - -

6 JUDGE RILEY: Let me say it over again, please.

7 All right. What we're looking at here is a
8 completion date of August 24th of 2012.

9 So, sometime after August 24th of 2012, this
10 138.99 should show up.

11 I would think - - again, I don't have the
12 bills, and I think it would show up on the September bill
13 of 2012, just from looking at, you know, when the work
14 occurred, and there would not be enough time to make it on
15 there?

16 MS. SUTTON: It should be on - - I would think
17 it's on the September bill.

18 JUDGE RILEY: On the September bill, September - -

19 MS. SUTTON: And they did another thing.

20 Every month, they keep changing - - they keep
21 changing what my basic amount is.

22 (Whereupon, there was a short

1 interruption.)

2 JUDGE RILEY: It would be the September 17th to
3 October 12th of 2012 bill, and we're looking for a charge
4 of 138.99.

5 MS. SUTTON: This is it. They said they gave me
6 a credit, and they didn't.

7 The guy told me it was still on there at
8 one o'clock to them.

9 JUDGE RILEY: Now, where it's 143.99, you have a
10 credit.

11 MS. SUTTON: Right, but he said that it's on
12 there monthly.

13 JUDGE RILEY: What would the credit be for?

14 MS. SUTTON: The credit would be for the charges
15 of this.

16 JUDGE RILEY: Why would they give it to you
17 monthly, the 138.99 total?

18 MS. SUTTON: I have no idea for that.

19 I'm only telling you what the gentleman told
20 me, and I asked them to fix this.

21 This is - - you said per month and - -

22 JUDGE RILEY: Mr. Huttenhower, let me go back to

1 you for a minute.

2 What is AT&T's position as of right now?

3 MR. HUTTENHOWER: I guess I have several coming
4 up about our position in that, as I suggested, some of the
5 issues that Ms. Sutton has raised today I would have
6 thought, from looking over our records, were things that
7 she has raised, and we had given her credits, and I thought
8 had been laid to rest.

9 In the broad scheme of things, our entire
10 position is that at this point our billing is appropriate,
11 but, you know, I'm saying that because I don't really have
12 enough information to know what her advised disputes are
13 to know - - to look into things any further because, for
14 example, I had thought that the linebacker installation
15 charge had been laid to rest.

16 The \$138 thing - -

17 JUDGE RILEY: Right.

18 MR. HUTTENHOWER: - - that if, in fact, she was
19 supposed to have linebacker, so we shouldn't have charged
20 her for that.

21 We had linebacker put ultimately on her
22 account, and then she got a credit position, which

1 effectively takes the \$138 charges off.

2 JUDGE RILEY: All right.

3 MR. HUTTENHOWER: And I guess where - - is it - -

4 JUDGE RILEY: Go ahead.

5 MR. HUTTENHOWER: - - where I would suggest we go
6 with this is that I don't know that we're going to be able
7 to - - we're certainly not going to resolve it today, and
8 I don't know that we would be able to resolve anything
9 short of having a hearing.

10 And what might make the most sense is for us
11 to block a date for a hearing, maybe two months down the
12 road, and then in the meantime see things that I might want
13 to send Ms. Sutton a discovery request or she might want to
14 send something to me, you know, we have the opportunity to
15 do that, and perhaps in that way I'll be able to get a
16 better sense of what exactly is still in dispute.

17 I mean, at this point, say her March bill
18 has a total - - I'm sorry, an unpaid total - - an unpaid
19 balance of like \$628. I don't know, for example, how much
20 of that is in dispute and how much of it is that she's not
21 disputing, that she just hasn't paid because she has some
22 grievances against us.

1 But maybe it's within what she thought she
2 should be paying because I really don't know at this point
3 how much is at stake as far as she's concerned.

4 JUDGE RILEY: Would it be fair to say that you're
5 disputing the entire amount on the bill?

6 MS. SUTTON: Yes, I am. I'm disputing the bill.

7 JUDGE RILEY: I think counsel has made a good
8 point, that one of the things we should do is select a date
9 for a hearing and give it a couple of months and see if we
10 can't in the meantime pare down the issues and arrive at an
11 actual dollar figure.

12 And I think if we allow two months, we're
13 going to have calendars particularly clear.

14 Is there any one day of the week that is
15 more suitable to you than any other day?

16 MS. SUTTON: I don't really know right now
17 because I have to go back to surgery.

18 JUDGE RILEY: When will that be, do you know?

19 MS. SUTTON: In the month of May.

20 JUDGE RILEY: So, sometime in May?

21 MS. SUTTON: Yes.

22 JUDGE RILEY: So, would you be physically capable

1 of coming back here sometime in June?

2 MS. SUTTON: Could we do July because usually
3 when they do the surgery, I can't get out and move around
4 too much.

5 I'm not supposed to be down here today, your
6 Honor, but I just - -

7 JUDGE RILEY: Right.

8 MR. HUTTENHOWER: Here's a calendar.

9 I show a break in July.

10 JUDGE RILEY: It would be the week after the
11 fourth, obviously.

12 MR. HUTTENHOWER: Yes, the week of the 8th or the
13 week of the 15th.

14 Obviously, I have nothing going on right
15 then.

16 MS. SUTTON: The week of the 15th is fine.

17 MR. HUTTENHOWER: The week of the 15th, does that
18 work?

19 You know, my schedule is open.

20 JUDGE RILEY: Okay. So is mine.

21 Why don't we do Tuesday, July 16th?

22 MS. SUTTON: Okay.

1 JUDGE RILEY: That will be at 10:00 a.m.

2 MS. SUTTON: July 16th at 10:00 a.m. Okay.

3 JUDGE RILEY: July 16th. I'm sorry, it's a
4 Tuesday.

5 MS. SUTTON: I said the 16th.

6 JUDGE RILEY: Oh, July 16th. I'm sorry.
7 That will be for an evidentiary hearing.

8 MS. SUTTON: Can I ask a question?

9 JUDGE RILEY: Sure.

10 MS. SUTTON: Can I ask that AT&T give me what they
11 have as far as the payments are concerned and as far as the
12 monthly charges?

13 JUDGE RILEY: The payment history?

14 MS. SUTTON: And the monthly charges.

15 MR. HUTTENHOWER: I guess I - - in the meantime
16 I can show what - - let's see.

17 Your question, for what time period, like
18 starting as of what month?

19 MS. SUTTON: January of 2012.

20 MR. HUTTENHOWER: And then - -

21 MS. SUTTON: Oh, wait a minute.

22 Back to the - - I asked them for back to - -

1 they told me they couldn't give it to me.

2 The date of November - - is it possible,
3 November of 2011, back to then.

4 MR. HUTTENHOWER: Is that when you moved?

5 MS. SUTTON: Yes.

6 MR. HUTTENHOWER: I think your new account like
7 your first bill for that, the account at the new address,
8 was December of 2011.

9 MS. SUTTON: Okay.

10 MR. HUTTENHOWER: Now, when you say - - I mean,
11 I guess I'm not sure when you say what the monthly charges
12 are, my response is, "Well, we can send you the bills,"
13 but, I mean, it looks like you have a lot of the bills, so
14 that's why I'm - - I'm not sure if you're thinking of
15 something else or - -

16 MS. SUTTON: No, I don't have those bills because
17 I asked them for them, and they told me they couldn't give
18 them to me back then.

19 So, I thought maybe perhaps you could get
20 them.

21 MR. HUTTENHOWER: So, basically you want the bills
22 from 2011, from December, 2011 forward, and that would show

1 both what we charged you and also what payments we reflect
2 that we received from you.

3 MS. SUTTON: Yes.

4 MR. HUTTENHOWER: I can do that.

5 Again, I may be sending you some letter or
6 something saying that I would like, you know, X, Y kind of
7 information.

8 And I'll look into that, and I don't have
9 that information as yet, but I'll think about it after I
10 get back to the office.

11 And the Commission, I'll probably tell you
12 what the Commission's rules say about how much time you
13 have to respond.

14 MS. SUTTON: Okay.

15 JUDGE RILEY: And again, I would note for the
16 record that when we do go to hearing, Ms. Sutton, it's
17 going to be your responsibility to proceed first with your
18 evidence.

19 MS. SUTTON: Okay.

20 JUDGE RILEY: So, just bring all of your
21 documentation, all of the documentation that you possibly
22 have to possibly prove your complaint.

1 MS. SUTTON: Yes. Also, I do have one question.

2 If I'm going to be paying for the unlimited
3 service per month, why is my phone restricted where I can't
4 call out of my house?

5 MR. HUTTENHOWER: I believe that we have the
6 authority to restrict toll calling in situations where
7 there's, as I said, a sufficient unpaid balance for the
8 local service.

9 MS. SUTTON: Okay, but if I'm paying \$30 - -
10 you're charging me \$35 a month for unlimited, why would you
11 still be restricting it?

12 I'm asking that question.

13 JUDGE RILEY: Because of the high balance I think
14 is what he's saying.

15 MS. SUTTON: Okay, but that balance is inclusive
16 of that 138 that they put in there over months.

17 JUDGE RILEY: It's your contention that you're
18 being billed at 138 every month?

19 MS. SUTTON: No, not every month.

20 They put it over a period of time.

21 JUDGE RILEY: Oh, I see. They broke it down
22 into - -

1 MS. SUTTON: Right, installment.

2 JUDGE RILEY: All right.

3 MS. SUTTON: And also they - - at first, they
4 told me this was included, and they did not correct the
5 bill because I called again and talked to someone, and they
6 told me that it was not corrected.

7 So, when I called back to the lady at the
8 corporate office, she's still trying to convince me that I
9 owe the bill.

10 I said, "But someone just told me that this
11 bill has not been corrected, the reason why there is a
12 problem."

13 MR. HUTTENHOWER: In terms of the claim of
14 installment billing again, I only have with me and have
15 only seen the bills for basically December, January.

16 I see no indications that there's any
17 installment billing for this service.

18 It may be that it shows up on bills before
19 that, but I don't see anything that suggests that that's
20 what we have been doing in recent months.

21 MS. SUTTON: So, you're saying that the
22 installment billing has stopped and also the insurance has

1 stopped on the bill?

2 MR. HUTTENHOWER: Based on what I see on the bill,
3 correct.

4 MS. SUTTON: Okay.

5 JUDGE RILEY: As of right now, we are recessed,
6 and we will reconvene on July 16th at 10:00 a.m. for
7 hearing.

8 MS. SUTTON: So, I'm supposed to be without
9 any - - without being able to make any long distance calls
10 on my phone until then, and you still are able to charge
11 me \$35 for the unlimited calling?

12 MR. HUTTENHOWER: I guess ultimately, yes.

13 Under the Commission's rules, just so you
14 know, a customer is not liable to pay charges that he or
15 she is disputing, but they have an obligation to pay
16 undisputed charges.

17 So, to the extent that you have charges over
18 the last several months, basically for dial tone and local
19 service that you are not disputing - -

20 MS. SUTTON: For what calls now? Say that again.

21 MR. HUTTENHOWER: For dial tone and for making
22 local calls, for you to make local calls, presumably those

1 charges are undisputed, and yet no payment has been made
2 for those calls.

3 MS. SUTTON: Okay.

4 MR. HUTTENHOWER: I don't know what it would take
5 to get the toll block off your account.

6 I can ask and see what they tell me.

7 MS. SUTTON: They told me that it was at their
8 discretion.

9 JUDGE RILEY: Well, we're at the end of the
10 prehearing conference right now.

11 We've covered everything that can be covered.

12 So, I'll continue this matter to July 16th
13 of 2013 for hearing at 10:00 a.m.

14 And in the meantime, the parties will see if
15 they can work out just exactly what the - - give more
16 definition as to exactly what the issues are.

17 Thank you very much.

18 MS. SUTTON: Thank you.

19 MR. HUTTENHOWER: Thank you.

20 JUDGE RILEY: We're recessed.

21

22